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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

GABAI CONSTRUCTION, INC., a  
California corporation; RAFAEL  
GABAI, an individual,

Plaintiffs,

v.

LINCOLN GENERAL INSURANCE  
COMPANY, a Pennsylvania  
corporation; and DOES 1-10,  
inclusive,

Defendants.

Case No. 2:13-CV-09479-FMO-AJW

**STIPULATED PROTECTIVE  
ORDER**

**Case Filing Date:** December 2, 2013  
**Trial Date:** None

WHEREAS, this action involves an insurance coverage dispute between building contractor Gabai Construction Inc. (“Gabai”) and Lincoln General Insurance Company (“LGIC”) in connection with a commercial general liability policy issued by LGIC to Gabai for the policy period October 15, 2002 to October 15, 2003 (“LGIC Policy”);

WHEREAS, in December 2007, following an arbitration award, LGIC disclaimed coverage under the LGIC Policy and withdrew from the defense of certain cross-claims (“Cross-Claims”) that had been first filed against Gabai in the

1 underlying action Los Angeles Superior Court, Case No. BC 303348 (the  
2 “Underlying Action”) regarding certain alleged construction defects with respect to  
3 a residential construction project in Beverly Hills, California (“the Project”) in  
4 which Gabai was the general contractor;

5 WHEREAS, in the instant action, Gabai has asserted claims for relief against  
6 LGIC for breach of contract, breach of the implied covenant of good faith and fair  
7 dealing and declaratory relief and has alleged that LGIC wrongfully denied  
8 coverage under the LGIC Policy when it withdrew from the defense of the Cross-  
9 Claims;

10 WHEREAS, LGIC denies any liability to Gabai and contends that it properly  
11 disclaimed coverage pursuant to the LGIC Policy;

12 WHEREAS, Gabai is presently prosecuting certain claims for indemnity  
13 against certain subcontractors who had been hired by Gabai to work on the Project  
14 in an action pending in the Los Angeles County Superior Court, Case No.  
15 SC119117 (the “Indemnity Action”);

16 WHEREAS, discovery in this action by plaintiffs Gabai and Rafael Gabai  
17 (“collectively the Gabai Parties”) and LGIC (collectively the “Parties”) will involve  
18 the disclosure of private, privileged, proprietary, and confidential information,  
19 including without limitation, confidential and attorney-client communications  
20 generated in the Underlying Action between Gabai and its counsel regarding the  
21 Project, the Cross-Claims, the LGIC Policy and coverage disputes between Gabai  
22 and LGIC; attorney work product concerning the foregoing matters; non-public  
23 proprietary internal guidelines or reference materials of LGIC and/or non-public  
24 financial records or proprietary documents of the Parties.

25 WHEREAS the Parties to this action believe that unrestricted disclosure or  
26 dissemination of such information could cause them injury, including but not  
27 limited to, Gabai’s prosecution of the Indemnity Action, and desire an efficient and  
28

1 practicable means to designate such information as confidential and control its  
2 disclosure or dissemination;

3 NOW, THEREFORE IT IS HEREBY STIPULATED by the Parties, by and  
4 through their respective attorneys of record, pursuant to Fed. R. Civ. P. 26(c)(1)(G)  
5 and 29, subject to the approval of the Court, that discovery in this case of  
6 confidential information shall be had on the following terms and conditions:

7 **I. DEFINITIONS**

8 1.1 As used herein, the term "confidential information" or  
9 "CONFIDENTIAL" means: (a) any type of information that has not been made  
10 public and the disclosure of which the disclosing party contends would (i) cause  
11 substantial harm to the disclosing party's business operations or to their own  
12 privacy interests or the privacy interests of their customers or third parties, or (ii)  
13 disclose their confidential financial affairs or transactions; (b) data derived from  
14 such confidential information, including any summaries, compilations, quotes, or  
15 paraphrases thereof; and (c) any other oral, written, or recorded material that  
16 consists of or contains trade secrets (as defined in Cal. Civil Code § 3426.1(d)) or  
17 other confidential research, development, or commercial information. Confidential  
18 information shall not include information (i) that comes into the public domain,  
19 unless it is through the action of the Receiving Party; (ii) is disclosed to the  
20 Receiving Party by a third party not under any confidentiality restrictions; or, (iii)  
21 that is required to be disclosed pursuant to subpoena or valid governmental  
22 requirement.

23 1.2 As used herein, the terms "document," "documents," "tangible things,"  
24 "recordings," and "photographs" mean documents, writings, tangible things,  
25 recordings, and photographs as defined in Fed. R. Civ. P. 34(a) and Fed. R. Evid.  
26 1001, and include, but are not limited to, records, exhibits, reports, samples,  
27 transcripts, video or audio recordings, disks, affidavits, briefs, summaries, notes,  
28 abstracts, drawings, company records and reports, answers to interrogatories,

1 responses to requests for admissions, and motions, including copies or computer-  
2 stored versions of any of the foregoing.

3 1.3 The term "concerning" shall be construed broadly and shall mean, for  
4 example, referring to, pertaining to, evidencing, containing, describing, reflecting,  
5 regarding, illustrating, mentioning, embodying, constituting, supporting, discussing,  
6 or having any logical or factual connection whatsoever with the subject matter in  
7 question.

## 8 **II. DESIGNATION OF CONFIDENTIAL INFORMATION**

9 2.1 This Protective Order applies to all discovery responses, documents,  
10 testimony, and other materials disclosed in this action that are designated by a party  
11 as CONFIDENTIAL as defined below, whether such disclosure is by order of the  
12 Court or by response to questions in a deposition, written interrogatories, requests  
13 for the production of documents and other tangible things, requests for admission,  
14 or any other discovery undertaken in this action.

15 2.2 Any party may protect information it believes constitutes its  
16 confidential information by designating such information as CONFIDENTIAL  
17 prior to or at the time of disclosure of such information. Such designation shall be  
18 accomplished by placing the notation CONFIDENTIAL on every page of each  
19 document or portion thereof so designated. In the case of confidential information  
20 disclosed in a non-paper medium (*e.g.*, videotape, audiotape, computer disks, etc.),  
21 the notation CONFIDENTIAL shall be affixed to the outside of the medium or its  
22 container so as to clearly give notice of the designation. Such designation is  
23 deemed to apply to the document itself and to the confidential information  
24 contained therein.

25 2.3 Confidential information so designated shall be used only for the  
26 purposes of this litigation and may not be used by any party to which that  
27 information is produced or disclosed for research, development, sales, marketing,  
28 publicity, or competitive purposes, or any other purpose. Confidential information

1 so designated shall not be disclosed to anyone other than those persons identified in  
2 Paragraphs 4.3 and 4.4, *infra*, except as may be ordered by the Court or agreed to in  
3 writing by the Parties.

4 2.4 The Parties shall use reasonable care to avoid designating any  
5 materials as CONFIDENTIAL that are (a) not entitled to such designation, or (b)  
6 are generally available to the public.

### 7 **III. DEPOSITIONS**

8 3.1 With respect to the examination of witnesses upon oral deposition,  
9 when designated confidential information is supplied to the deponent, or when the  
10 deponent's testimony contains, reflects, or comments on designated confidential  
11 information, the deposition reporter and/or videotape operator shall be informed of  
12 this Protective Order by the party seeking to invoke its protection, and will be  
13 required to agree to be bound by its terms in accordance with Paragraph 4.5, *infra*.  
14 The reporter and/or videotape operator then shall place on the cover of any  
15 deposition transcript or videotape that contains any designated confidential  
16 information the words "CONTAINS CONFIDENTIAL INFORMATION  
17 SUBJECT TO A COURT PROTECTIVE ORDER". Counsel for the Parties then  
18 shall take appropriate steps to prevent any portions of any deposition transcript or  
19 videotape designated CONFIDENTIAL from being disclosed to any person, except  
20 as provided in this Protective Order.

21 3.2 All testimony at a deposition shall be presumed to be designated  
22 CONFIDENTIAL if this Protective Order is invoked at any time during the  
23 deposition until the specific pages of the transcript containing designated  
24 confidential information are identified and designated CONFIDENTIAL as  
25 provided below. The designating party shall, within ten (10) business days after  
26 receiving a copy of the deposition transcript, provide all Parties with a written list  
27 of the page(s) of the deposition transcript, and any exhibits attached thereto, that the  
28 party has designated CONFIDENTIAL. If the non-designating party believes there

1 is good cause for these specific deposition designations to be made in fewer than  
2 ten (10) business days and makes a reasonable request therefor specifying the basis  
3 for the expedited request, the designating party shall make good faith efforts to  
4 provide all Parties with a written list of the designated pages and exhibits within the  
5 timeframe requested by the non-designating party.

6 3.3 Each deponent to whom any party proposes to disclose designated  
7 confidential information at a deposition shall be given a copy of this Protective  
8 Order and informed of its contents. After reading this Protective Order, the Parties  
9 shall take all reasonable steps to have such witnesses sign the declaration attached  
10 hereto as EXHIBIT A and referenced herein in Paragraphs 4.5 and 4.6, *infra*  
11 ("COMPLIANCE DECLARATION").

#### 12 **IV. DISCLOSURE OF DESIGNATED CONFIDENTIAL INFORMATION**

13 4.1 The Parties, counsel for the Parties, and all persons who execute the  
14 COMPLIANCE DECLARATION shall maintain all designated confidential  
15 information in confidence and shall not disclose such information, directly or  
16 indirectly, to any person except as provided in this Protective Order.

17 4.2 While the disclosure of confidential information designated  
18 CONFIDENTIAL to persons not authorized by this Protective Order could, by  
19 definition, be prejudicial to the business, operations, or interests of the designating  
20 party or third party, the CONFIDENTIAL designation should not be overused.

21 4.3 Access to confidential information designated as CONFIDENTIAL  
22 shall be limited to the following persons:

23 4.3.1 Outside counsel for the Parties and their support personnel. If  
24 any outside vendors (*e.g.*, copy services) are used as support personnel for outside  
25 counsel for the Parties, they shall comply with the requirements of Paragraph 4.5,  
26 *infra*.

27 4.3.2 Consultants requested by the Parties' counsel to furnish expert or  
28 litigation support services in this litigation.

1           4.3.3 Pursuant to Paragraphs 3.1 through 3.3, *supra*, deponents at their  
2 depositions on a need to know basis. Counsel should have a good faith belief that  
3 such disclosure is necessary before disclosing designated confidential information  
4 to the deponent.

5           4.3.4 The Parties to this action.

6           4.3.5 The trial Court and any appellate court, mediator, arbitrator and  
7 the Jury.

8           4.4 Each (a) outside vendor authorized pursuant to Paragraph 4.3.1, *supra*,  
9 (b) consultant authorized pursuant to Paragraph 4.3.2, *supra*, (c) deponent  
10 authorized pursuant to Paragraph 4.3.3, *supra*, and (d) party authorized pursuant to  
11 Paragraph 4.3.4, *supra*, shall, prior to being given access to designated confidential  
12 information, acknowledge in writing his or her familiarity with the terms of this  
13 Protective Order and execute the COMPLIANCE DECLARATION, attached  
14 hereto as EXHIBIT A.

15           4.5 Nothing herein shall prohibit a party, or its counsel, from disclosing a  
16 document that contains confidential information: (i) to the person whom the  
17 document identifies as an author, addressee, or recipient of such document; or (ii) to  
18 a Fed. R. Civ. P. 30(b)(6) witness designated either by the party that authored the  
19 document or by the party addressee/recipient of the document.

## 20 **V. CHALLENGING A DESIGNATION**

21           5.1 As stated above in Paragraph 1.1, the term "confidential information,"  
22 as defined herein, is directed at information that, if disclosed other than as provided  
23 in this Protective Order, would cause serious harm to the disclosing party's business  
24 operations or interests. As further stated above in Paragraph 2.4, the Parties shall  
25 use reasonable care to avoid designating any materials as CONFIDENTIAL that are  
26 (a) not entitled to such designation, or (b) are generally available to the public. As  
27 further stated above in Paragraph 4.2, the CONFIDENTIAL designations should  
28 not be overused. In furtherance of the goal of using the confidentiality designation



1 provided for herein as little as possible, the Parties hereto agree that they will  
2 actively work to avoid the over-designation of information produced in discovery in  
3 this action and use such designation only if the disclosing party reasonably and in  
4 good faith believes that the material being designated contains: (a) trade secrets; or  
5 (b) highly confidential, non-public, personal or proprietary business information,  
6 the disclosure of which would be especially detrimental or harmful to the producing  
7 party if disclosed beyond the limited class of permitted recipients as delineated  
8 herein. If only a portion of a document contains matter that meets either of these  
9 standards, then only that portion will be designated CONFIDENTIAL.

10 5.2 In the event that counsel for any party at any time believes that  
11 designated confidential information should not be so designated, such counsel shall  
12 employ the procedures of Local Rules 37-1 through 37-4 to resolve that dispute.  
13 The designating party shall bear the burden of persuasion that it has properly  
14 designated the subject materials under the standards set forth herein. The Court  
15 may impose a monetary sanction under Fed. R. Civ. P. 37(a)(4) against any party,  
16 person, or attorney who unsuccessfully makes or opposes such a motion, unless it  
17 find that the one subject to the sanction acted with substantial justification or that  
18 other circumstances make the imposition of the sanction unjust.

19 5.3 No party shall be obliged to challenge the propriety of a  
20 CONFIDENTIAL designation, and a failure to do so shall not preclude a  
21 subsequent attack on the propriety of such designation.

## 22 **VI. INADVERTENT FAILURE TO DESIGNATE**

23 6.1 The inadvertent failure to designate confidential information as  
24 CONFIDENTIAL prior to or at the time of disclosure shall not operate as a waiver  
25 of a party's right to designate such information as CONFIDENTIAL within a  
26 reasonable time following discovery of the inadvertent disclosure.

27 6.2 In the event that confidential information is designated as  
28 CONFIDENTIAL after disclosure pursuant to Paragraph 6.1, *supra*, the receiving



1 party shall employ reasonable efforts to ensure that all previously disclosed  
2 information is subsequently treated as CONFIDENTIAL pursuant to the terms of  
3 this Protective Order.

4       6.3    Should any document or information designated as CONFIDENTIAL  
5 be disclosed, through inadvertence or otherwise, to any person or party not  
6 authorized to see such materials under this Protective Order, then the disclosing  
7 party shall use its best efforts to bind such person to the terms of this Protective  
8 Order, and the disclosing party shall (a) promptly inform such person of all the  
9 provisions of this Protective Order, (b) identify the name, address, telephone  
10 number, employer, and title or position of such person immediately to the party that  
11 designated the document, and (c) request such person to sign the Declaration of  
12 Acknowledgment and Agreement to Be Bound By Stipulated Protective Order  
13 (“COMPLIANCE DECLARATION”), attached hereto as EXHIBIT A. The  
14 executed COMPLIANCE DECLARATION shall then promptly be served upon the  
15 party that designated the document or information.

16 **VII. CUSTODY AND DISPOSITION OF DESIGNATED CONFIDENTIAL**  
17 **INFORMATION**

18       7.1    Confidential information designated CONFIDENTIAL shall be  
19 maintained in the custody of counsel for the Parties, except for information in the  
20 custody of: (a) the Court; (b) any court reporter transcribing testimony given in this  
21 action, for the limited purpose of rendering his or her normal transcribing services;  
22 and (c) consultants entitled to see such information under the terms of this  
23 Protective Order, to the extent necessary for their study, analysis, and preparation of  
24 the case. Except for the Court, a person with custody of information designated  
25 CONFIDENTIAL shall maintain it in a manner that limits access to it to only those  
26 persons entitled under this Protective Order to examine it.

27       7.2    Unless counsel agree otherwise in writing, at the conclusion of this  
28 litigation, whether by settlement or final decision of the Court of last resort, the

Parties, counsel for the Parties, and all persons who executed the COMPLIANCE DECLARATION agree that they will destroy or return to the producing party within thirty (30) days of the conclusion of this litigation all copies of any documents, other than attorney work product, containing designated confidential information produced by a party. Notwithstanding the foregoing, counsel of record shall be permitted to retain one (1) copy of the designated information attached to any pleading, motion or other papers filed with the Court, marked as an exhibit to a deposition or which is part of deposition testimony, or which is offered or admitted as an exhibit at trial. Such file copies must be maintained under the conditions of maintaining CONFIDENTIAL documents as set forth in Paragraph 7.1, *supra*.

# **VIII. MISCELLANEOUS PROVISIONS**

8.1 The provisions of this Protective Order apply to all discovery in this action, including all appeals and arbitration in connection therewith. All discovery of a non-public nature shall be used solely in connection with this litigation and not for any other purpose. All discovery materials whose disclosure is restricted by this Protective Order shall not be disclosed to anyone except as provided herein.

8.2 A designation of confidentiality pursuant to this Protective Order shall be effective and shall be respected by the Parties and all persons in any way involved in these proceedings or to whose attention confidential information shall come unless and until otherwise ordered by the Court or stipulated by all Parties to this action. These obligations of confidentiality and non-disclosure shall survive the conclusion of this action unless and until otherwise ordered by the Court, or until the Parties to this action stipulate that designated confidential information can be disclosed.

8.3 By entering into this Protective Order, no party waives any objections it might have to the production of documents covered by this Protective Order.

8.4 Consistent with Fed. R. Civ. P. 26(b)(5), nothing in this Protective Order shall require production of information which a party contends is protected

1 from disclosure by the attorney-client privilege or work-product immunity. If  
2 information subject to a claim of attorney-client privilege or work product  
3 immunity is nevertheless inadvertently produced, such production shall in no way  
4 prejudice or otherwise constitute a waiver of, or estoppel as to, any claim of  
5 privilege or work-product immunity for such information.

6 8.5 No party to this action, by entering into this Protective Order, by  
7 designating certain information as CONFIDENTIAL, or by acquiescing in any  
8 other party's such designation, shall be deemed to have admitted or agreed that any  
9 such designated information is, in fact, a trade secret or other confidential,  
10 proprietary, trade secret or commercial information.

11 8.7 The terms of this Protective Order may be applied to the documents,  
12 information and things received by a party from any person who is not a party to  
13 this litigation at the election of such person.

14 8.8 The Court retains jurisdiction even after termination of this action to  
15 enforce this Protective Order and to make such deletions from or amendments,  
16 modifications, and additions to the Protective Order as the Court may from time to  
17 time deem appropriate. The Parties hereto reserve all rights to apply to the Court at  
18 any time, before or after termination of this action, for an order modifying this  
19 Protective Order or seeking further protection against disclosure or use of claimed  
20 confidential information and for all civil and/or criminal penalties, sanctions,  
21 punishments, damages and/or remedies available under the law.

22 8.9 Nothing contained in this Protective Order is intended to be construed  
23 as authorizing a party to disobey a lawful subpoena in another action.

24 **IX. FILING OR LODGING UNDER SEAL**

25 In accordance with Local Rule 79-5.1, if any papers to be filed with the Court  
26 contain information and/or documents that have been designated as  
27 "CONFIDENTIAL" the proposed filing shall be accompanied by an application to  
28 file the papers or the portion thereof containing the designated information or

1 documents (if such portion is segregable) and if appropriate, the application itself  
2 under seal; and the application shall be directed to the judge to whom the papers are  
3 directed. For motions, the parties shall publicly file a redacted version of the motion  
4 and supporting papers. Notwithstanding the foregoing, as a matter of principle or  
5 policy, the Parties wish to avoid filing or lodging documents under seal whenever  
6 possible, and shall meet and confer prior to filing documents with the Court to  
7 discuss whether it is necessary to file documents in this manner, even if a document  
8 has been previously designated as “CONFIDENTIAL.”

9 **X. VIOLATIONS OF THIS PROTECTIVE ORDER**

10 Any person who violates any provisions of this Protective Order and/or is  
11 otherwise responsible for the improper disclosure and/or dissemination of  
12 information and/or documents that are CONFIDENTIAL pursuant to this Protective  
13 Order shall be subject to sanctions and punishment in the nature of contempt and all  
14 other civil and/or criminal remedies available under the law.

15 **XI. GOOD CAUSE STATEMENT**

16 Discovery in this action will involve the disclosure of private, privileged,  
17 proprietary, and confidential information, including without limitation the  
18 following: confidential and attorney-client communications generated in the  
19 Underlying Action between Gabai and its counsel regarding the Project, the Cross-  
20 Claims, the LGIC Policy and coverage disputes between Gabai and LGIC; attorney  
21 work product concerning the foregoing matters; non-public proprietary internal  
22 guidelines or reference materials of LGIC and/or non-public financial records or  
23 proprietary documents of the Parties.

24 Pursuant to Fed. R. Civ. P. 26(c)(1), good cause therefore exists for entry of  
25 this Protective Order because the Parties to this action (1) either have sought or  
26 might seek the discovery of certain information in this action that the Parties  
27 believe is sensitive or confidential, (2) believe that unrestricted disclosure or  
28

1 dissemination of such information could cause them some business or commercial  
2 injury and/or prejudice Gabai in the Indemnity Action, (3) desire an efficient and  
3 practicable means to designate such information as confidential and control its  
4 disclosure or dissemination, and (4) have agreed to such means as set forth herein.

5  
6  
7 DATED: April 9, 2014

MURRAY M. SINCLAIR & ASSOCIATES

8  
9 By: /s/Murray M. Sinclair

10 Murray M. Sinclair

11 Attorneys for Plaintiffs

12 Gabai Construction, Inc. and Rafael Gabai

13 DATED: April 9, 2014

CHARLSTON, REVICH & WOLLITZ LLP

14 ROBERT D. HOFFMAN

15  
16 By: /s/ Robert D. Hoffman

17 Robert D. Hoffman

18 Attorneys for Defendant

19 Lincoln General Insurance Company  
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**EXHIBIT A**

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

GABAI CONSTRUCTION, INC., a  
California corporation; RAFAEL  
GABAI, an individual,

Plaintiffs,

v.

LINCOLN GENERAL INSURANCE  
COMPANY, a Pennsylvania  
corporation; and DOES 1-10,  
inclusive,

Defendants.

Case No. 2:13-CV-09479-FMO-AJW

**DECLARATION OF  
ACKNOWLEDGMENT AND  
AGREEMENT TO BE BOUND BY  
STIPULATED PROTECTIVE  
ORDER**

I, \_\_\_\_\_, declare under penalty of perjury pursuant to the laws  
of the United States of America that:

1. I am employed by \_\_\_\_\_ in the capacity  
of \_\_\_\_\_.

2. I have received a copy of the Stipulated Protective Order in this action.

3. I have read in its entirety and understand the Stipulated Protective  
Order that was issued by the United States District Court for the Central District of  
California on \_\_\_\_\_ in the above captioned case.

4. I recognize that during my participation in this case, I may have  
occasion to read or hear matters which are designated as confidential information.

5. I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so

1 comply could expose me to sanctions and punishment in the nature of contempt and  
2 all other civil and/or criminal remedies available under the law.

3 6. I solemnly promise that I will not disclose in any manner any  
4 information or item that is subject to this Stipulated Protective Order to any person  
5 or entity except in strict compliance with the provisions of this Order.

6 7. I further agree to submit to the jurisdiction and venue of the United  
7 States District Court for the Central District of California for the purpose of  
8 enforcing the terms of this Stipulated Protective Order, even if such enforcement  
9 proceedings occur after termination of this action, and understand that the Court  
10 may impose sanctions for any violation of the attached Stipulated Protective Order.

11  
12 DATED: \_\_\_\_\_  
13 Signature \_\_\_\_\_  
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**ORDER**

Discovery in this action will involve the disclosure of private, privileged, proprietary, and confidential information, including without limitation the following: confidential and attorney-client communications generated in the Underlying Action between Gabai and its counsel regarding the Project, the Cross-Claims, the LGIC Policy and coverage disputes between Gabai and LGIC; attorney work product concerning the foregoing matters; non-public proprietary internal guidelines or reference materials of LGIC and/or non-public financial records or proprietary documents of the Parties.

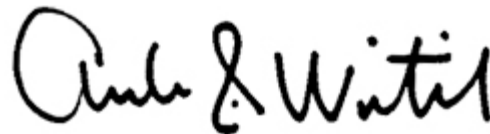
Pursuant to Fed. R. Civ. P. 26(c)(1), good cause therefore exists for entry of this Protective Order because the Parties to this action (1) either have sought or might seek the discovery of certain information in this action that the Parties believe is sensitive or confidential, (2) believe that unrestricted disclosure or dissemination of such information could cause them some business or commercial injury and/or prejudice Gabai in the Indemnity Action, (3) desire an efficient and practicable means to designate such information as confidential and control its disclosure or dissemination, and (4) have agreed to such means as set forth herein.

The Parties' Stipulated Protective Order is hereby entered.

IT IS SO ORDERED.

April 10, 2014

DATED: \_\_\_\_\_



\_\_\_\_\_  
The Honorable Andrew J. Wistrich  
United States Magistrate Judge